

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

October 26, 2000

GSBCA 15321-TRAV

In the Matter of MARILU CASILLAS

Marilu Casillas, Las Cruces, NM, Claimant.

Robert E. Romero, Chief Financial Officer, Department of the Army, White Sands Missile Range, NM, appearing for Department of the Army.

GOODMAN, Board Judge.

Claimant, Marilu Casillas, is a civilian employee of the Department of Defense. She was issued travel orders for extended temporary duty (TDY) and denied reimbursement for certain travel costs which she incurred. Claimant has requested this Board to review the agency's decision in this matter.

Factual Background

On January 4, 2000, claimant was issued travel orders for extended TDY of 120 days (January 5 - April 6, 2000) from her permanent duty station (PDS) in Las Cruces, New Mexico, to the Aberdeen Proving Ground, Maryland. She was authorized a return trip to her PDS once a month, and she was also authorized shipment of 350 pounds of personal items as the result of her extended stay.

Upon arrival at her temporary duty station, claimant checked into Government quarters, which were substantially less costly than commercial hotel rooms. Prior to her first return trip, claimant inquired as to the availability of Government quarters for her return arrival. She was told that if she checked out of her Government quarters, no rooms would be available upon her return.¹ In addition, if she checked out, she would have to pack her personal items and either pay for storage at the TDY station or ship them back to her PDS and bring them back with her upon her return. She would also have to check into a local hotel upon her return.

¹ Claimant submitted a written statement from the manager of the government facility to this effect.

With these considerations in mind, claimant decided to retain her room in Government quarters while she was on her trip home in order to assure availability upon her return. Claimant was quoted hotel rates equal to the maximum per diem authorized for the TDY location, which was substantially greater (\$104 plus tax per day) than the cost of Government quarters (\$38 per day). Had she checked out of Government quarters and then returned to a commercial hotel for the remainder of the TDY, the cost to the Government for the hotel lodging would have been \$4554 greater than the total costs claimant incurred by retaining her Government quarters during her return trips and the remainder of her TDY. Also, claimant was not authorized temporary storage for the 350 pounds of personal items which she had shipped to her TDY location, and it was impractical for her to ship her personal items back and forth between her PDS and TDY station.

Claimant retained her room in Government quarters while taking two trips back to her PDS - January 13-17, 2000 (four days) and February 17-27, 2000 (eleven days) - at a cost of \$38 per day. The agency denied reimbursement of this cost (a total of \$608), stating that the lodging costs incurred while claimant was at her PDS could not be paid, as the proper course of action would have been to check out of the government quarters, and upon return, if quarters were not available, to check into a motel.

The agency submitted claimant's claim to this Board, and the agency approving official submitted the following statement:

I believe it was for the "convenience of the government" that the traveler retained her government quarters while returning to her PDS. The cost avoidance to the government more than warrants the costs incurred by doing so. Request favorable consideration and determination be approved for the traveler to be reimbursed for the lodging expenses disallowed.

Discussion

Claimant acted prudently in the situation described above. As she had not been authorized to store her personal items, it was not practical for her to incur additional expense to store them temporarily while she returned home, nor for her to bring them back and forth with her while on her return trips. From an economic standpoint, it was certainly advantageous to the Government for her to retain the Government quarters during her two return trips to her PDS. The additional amount of \$608 which claimant incurred and for which she seeks reimbursement is substantially less than the additional expense of \$4554 which the Government would have incurred and paid had she stayed in a commercial hotel at the authorized per diem rate for the remainder of her stay.

In Michael S. Knezevich, GSBCA 14398-TRAV, 98-1 BCA ¶ 29,607, a claimant entered into an arrangement for lodging during a three month TDY assignment at a monthly rental rate which was less than the authorized per diem lodging rate. Due to circumstances beyond the claimant's control, his assignment was cut short, and he did not spend the entire three months on TDY. However, he remained liable for the three-month rental. We held that:

Although the rental period turned out to be longer than the traveler's actual residence in the room, agency liability for the entire rental amount is appropriate. The temporary duty assignment was curtailed for reasons beyond the employee's control that were acceptable to the agency; there is no indication that the employee could have minimized rental payments; and the daily lodging costs did not exceed the maximum rate allowable.

98-1 BCA at 146,744.

The circumstances of the instant case are similar. Claimant incurred the costs for which she seeks reimbursement for reasons beyond her control. There is no indication that the employee could have minimized lodging costs. In fact, claimant's actions were driven in large part by of her prudent efforts to minimize lodging costs. The total costs of her lodging for the period in question did not exceed, but are actually substantially less than, the maximum per diem authorized for the period she was on TDY.

Decision

Under the circumstances of this case, claimant should be paid the \$608 for which she seeks reimbursement.

ALLAN H. GOODMAN
Board Judge